

# *Deputy Sheriff Booklet 7*

## **CIGNA Accidental Death and Dismemberment Insurance**

Although these benefit descriptions include certain key features and brief summaries of King County deputy sheriff benefit plans, they are not detailed descriptions. If you have questions about specific plan details, contact the plan or Benefits and Retirement Operations. We've made every attempt to ensure the accuracy of this information. However, if there is any discrepancy between the benefit descriptions and the insurance contracts and other legal documents, the contracts and legal documents will always govern. King County intends to continue benefit plans indefinitely, but reserves the right to amend or terminate them at any time in whole or in part, for any reason, according to the amendment and termination procedures described in the legal documents. King County, as plan administrator, has the sole discretionary authority to determine eligibility for benefits and to construe the terms of the plans. This information does not create a contract of employment between King County and any employee.

**Call 206-684-1556 for alternate formats.**



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## Overview

### ► Highlights of CIGNA Accidental Death and Dismemberment Insurance

Here are a few highlights of your AD&D insurance:

- Basic AD&D insurance is provided by CIGNA
- You automatically receive \$6,000 basic AD&D insurance paid by the county (AD&D coverage is not available to family members)
- If you die as the result of a covered accident, AD&D benefits are paid in addition to any life insurance benefits
- Additional benefits and services, depending on the how accidental death or injury occurs, are available through this plan
- If you travel 100 or more miles from home, predeparture, travel and health emergency help is available
- You have options to continue AD&D insurance when you leave county employment.

### ► Important Facts

Many important topics – including laws, regulations and county provisions – affect more than just this plan and can change frequently. To be more efficient, and avoid repetition, the following related information appears only in the Important Facts booklet:

- Who's eligible for coverage
- How to enroll
- When coverage begins
- Changes you can make to your coverage
- When coverage ends and the options for continuing it after you leave employment
- What happens to coverage in different situations
- Your rights and responsibilities under the plans.

## Cost

The county pays the cost of \$6,000 basic AD&D insurance for you.

## Amount of Coverage

You automatically receive county-paid basic AD&D insurance. If you die within one year of a covered accident and your death is due to the accident, the beneficiaries you designate receive a lump sum of \$6,000. For specified dismemberment, paralysis and other losses, you receive a portion of or the full amount, depending on the type of loss (see "When Benefits Are Payable").

## Evidence of Insurability

No evidence of insurability (EOI) is required to enroll for AD&D insurance.

## Beneficiaries

You need to designate one or more beneficiaries – individuals who receive your benefit in the event of your death. A Beneficiary Designation form is provided when you first enroll and is available on the Web and from Benefits and Retirement Operations anytime you need to change beneficiaries (see the Resource Directory booklet).

You may name anyone you wish as your primary or contingent beneficiaries (contingent beneficiaries receive benefits if all primary beneficiaries are deceased at the time of your death). If you don't designate beneficiaries as primary or contingent on your Beneficiary Designation, all beneficiaries you list are considered primary.

You may designate more than one primary and one contingent beneficiary. When you do, you must assign the percentage of your benefit each beneficiary receives on your Beneficiary Designation. Percentages for all primary beneficiaries must total 100% and percentages for all contingent beneficiaries must total 100%. If you don't assign percentages, beneficiaries receive equal shares.

If you're married and do not choose to list your spouse as a primary beneficiary with at least 50% of your benefit, your spouse should review and sign the spouse waiver section of the Beneficiary Designation.

You may change your beneficiary at any time by completing a new Beneficiary Designation and sending it to Benefits and Retirement Operations. Benefits are paid according to the most recently signed form on file. If you don't name a beneficiary, benefits are paid to your spouse, your children, your parents or your siblings, in that order. If none of them survives you, benefits are paid to your estate.

## When Benefits Are Payable

Benefits are payable for death, specified dismemberment, paralysis and other losses that occur within 365 days of the covered accident that caused the covered loss. To receive benefits, you must be covered by the plan on the date of the accident.

**Loss of Life.** If you die as the result of a covered accident, the full AD&D benefit amount is payable.

**Accidental Dismemberment and Paralysis.** AD&D insurance protects you against losses due to accidents. Depending on the type of loss or injury, this plan pays up to 100% of the full AD&D benefit amount. To help you adjust to new living circumstances after surviving a severe accident, certain benefits are payable for paralysis, dismemberment and loss of eyesight, speech or hearing according to the following table.

Type of Loss	Benefit Payable
<ul style="list-style-type: none"> <li>Life</li> <li>Both hands or both feet, or sight in both eyes or any combination</li> <li>Speech and hearing in both ears</li> <li>Quadriplegia: total paralysis of both arms and legs</li> </ul>	Full benefit amount (see "Amount of Coverage")
<ul style="list-style-type: none"> <li>Paraplegia: total paralysis of both legs</li> </ul>	75% of the full benefit amount
<ul style="list-style-type: none"> <li>1 hand or 1 foot or sight in 1 eye</li> <li>Speech</li> <li>Hearing in both ears</li> <li>Hemiplegia: total paralysis of an arm and leg on 1 side of the body</li> </ul>	50% of the full benefit amount
<ul style="list-style-type: none"> <li>Thumb and index finger on the same hand</li> </ul>	25% of the full benefit amount

Only one amount (the largest you're entitled to receive) is paid for all losses resulting from a single accident.

A loss is defined as:

- Loss of eyesight – total and irrecoverable loss of sight
- Loss of hearing – irrecoverable loss of hearing that cannot be corrected by any hearing aid or device
- Loss of hand or foot – complete severance through or above the wrist or ankle joint
- Loss of speech – complete inability to communicate audibly in any degree
- Loss of thumb and index finger – severance of the thumb and index finger through or above the joint closest to the wrist
- Paralysis of a limb – complete and irreversible loss of use, without severance of a limb (this loss must be determined by a physician to be complete and not reversible)

- Severance – complete separation and dismemberment of the limb from the body.

## **Additional Benefits and Services**

### **► Felonious Assault Benefit**

If you're injured or killed as a result of felonious assault while on county property or on county business, this plan pays up to an additional 25% of your basic AD&D benefit. This additional benefit is available if your injury or death is the result of actual or attempted robbery or holdup (or associated kidnapping). Felonious assaults inflicted by county employees or members of your family or household are not covered.

### **► Coma Benefit**

This plan pays an additional benefit if you enter a coma as a result of a covered accident within 31 days of the accident and remain comatose beyond this waiting period. After 31 days, the plan makes monthly payments of 1% of the full AD&D benefit amount (principal sum) – up to 11 monthly payments. If you recover, the payments will stop.

If you die as the result of a covered accident while receiving the monthly coma benefit, the plan pays the full benefit amount (the amount already paid is not subtracted from the death benefit amount).

If the coma continues after the 11 monthly payments, you're entitled to a lump sum equal to the full benefit amount, minus any amount the plan paid or owes under the dismemberment, loss of sight, speech or hearing, or paralysis benefit. No further benefit will be paid from this plan, and coverage will end.

No coma benefit will be paid for any loss excluded from the plan (see "Exclusions and Limitations"). In addition, the coma benefit is not payable for a loss resulting from sickness, disease, bodily infirmity, medical or surgical treatment or a bacterial infection (unless it results from an accidental external injury or food poisoning) or viral infection.

### **► Rehabilitation Benefit**

If you experience a covered loss or injury, this plan pays an additional benefit for covered rehabilitative expenses due to the loss or injury if they're incurred within two years of the accident. This benefit maximum is \$10,000 in rehabilitative expenses for all losses or injuries caused by the same accident. No rehabilitation benefit will be paid for any loss not covered by the plan or if you're entitled to benefits under any workers' compensation or similar law.

### **► Seatbelt/Airbag Benefit**

This plan pays an additional \$1,000 if a seatbelt fails to protect you. The accident causing death must occur while you're operating or riding as a passenger in an automobile and wearing a properly fastened, original, factory-installed seatbelt.

The plan pays an additional \$300 if a seatbelt benefit is payable and you're positioned in a seat protected by a properly functioning, original, factory-installed supplemental restraint system that inflates on impact (an airbag).

Verification of actual seatbelt use at the time of accident and airbag inflation at impact must be part of an official accident report or be certified, in writing, by the investigating officer.

### **► Secure Travel Service**

If you travel 100 or more miles from home, predeparture, travel and health emergency help is available through Worldwide Assistance Services Inc. (see the Resource Directory booklet).

**Predeparture Services.** These services include information on immunization requirements, visa and passport regulations, foreign exchange rates, embassy/consular referral, travel/tourist advisories, climate and cultural issues.

**Travel Assistance.** When you're traveling, Worldwide Assistance will:

- Help you locate and replace luggage, documents and any other lost or stolen possessions
- Arrange aid from local attorneys, embassies and consulates if you need legal assistance, and provide up to \$5,000 in bail bond, where permitted by law (you must guarantee reimbursement)
- Provide phone translation or local interpreters for all major languages
- Give you a cash advance up to \$250 (you must guarantee reimbursement)
- Change or make new airline, hotel or car rental reservations in the event of an emergency
- Relay urgent messages to and from friends, relatives and business associates through the Emergency Message Center.

**Health Emergency Assistance.** If an unforeseen health emergency arises while you're traveling, Worldwide Assistance will:

- Provide referrals to local physicians, dentists and medical treatment facilities
- Assist you with refilling a prescription that has been lost, stolen or depleted
- Arrange for payment of up to \$5,000 of your reimbursable medical expenses (as determined by your medical plan)
- Pay for your transportation to the nearest medical facility where a medical condition can be properly treated if medically necessary (determined by a Worldwide Assistance-designated physician)
- Arrange and pay for the safe return of any dependent children under age 16 if you're hospitalized and for a traveling companion's return in the event of delays due to your medical emergency
- Arrange and pay for a visit by a family member or friend if you're traveling alone and hospitalized for at least 10 days
- Arrange all necessary government authorizations and pay for the return of your remains to your place of residence for burial or cremation in the event you die.

## **Exclusions and Limitations**

No AD&D benefits are paid for loss resulting from:

- Accident occurring while you're serving on full-time active duty in any Armed Forces (send CIGNA proof of service, and any premium paid for this time will be refunded); Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days
- Committing a felony
- Declared or undeclared war or act of war
- Intentionally self-inflicted injuries, or any attempted self-inflicted injuries, while sane or insane
- Sickness, disease, bodily or mental infirmity, medical or surgical treatment or bacterial or viral infection, regardless of how contracted (except bacterial infection that's the natural, foreseeable result of an accidental external cut or wound, or accidental food poisoning)
- Travel or flight (including getting in or out, on or off) in any aircraft or device that can fly above the earth's surface, if:
  - The aircraft or device is being used for any of these purposes:
    - For test or experiment
    - By or for any military authority (aircraft flown by the US Military Airlift Command or similar service of another country are not excluded)
    - For travel beyond the earth's atmosphere, or
  - You're doing any of the following:
    - Piloting, serving as a crew member or taking flying lessons (exclusion does not apply if riding as a passenger, nor does it apply if piloting or serving as a crew member in an aircraft owned, leased, operated or controlled by King County)
    - Hang-gliding

- Parachuting, except a parachute jump for self-preservation.

## **Filing a Claim**

For a death, specified dismemberment or paralysis claim, you or your beneficiary should contact Benefits and Retirement Operations. Benefits and Retirement Operations staff will help file the claim with CIGNA and provide referrals to counseling and other resources as requested. The claim should be filed within 90 days of the loss or death.

CIGNA requires proof of loss (for example, a certified copy of death certificate or accident report) within 90 days of the loss, or as soon as reasonably possible, before benefits are payable. For a death claim, CIGNA may, at its own expense, have an autopsy performed to determine a death benefit payment, unless prohibited by law. While a dismemberment or paralysis claim is pending, CIGNA may have you examined by a health or vocational professional of its choice and expense, as often as reasonably necessary.

CIGNA processes the claim within 90 days of receipt. If CIGNA needs more time, you or your beneficiary is notified in writing, before the initial 90 days end, of the need for an extension of up to 90 days.

If the claim is denied, you or your beneficiary is notified in writing of reasons for the denial, the right to appeal and the right to obtain copies of all documents related to the claim that the plan reviewed in making the determination.

## **Appealing Denied Claims**

### **► Claims Denied for Reasons Other Than Eligibility**

When a claim is denied for any reason other than eligibility, follow the steps described in this section. However, when a claim is denied for eligibility reasons, follow the steps described in the next section, “Claims Denied Due to Eligibility.”

If you or your beneficiary disagrees with a claim denial, you, your beneficiary or representative (referred to as “you” in the rest of this section) may try to resolve any misunderstanding by calling CIGNA and providing more information. If you’d rather communicate in writing or the issue isn’t resolved with a call, you may file a written appeal. You have 60 days after receiving a claim denial notice to file the written appeal. Be sure to include the reasons for the appeal and any information or documentation helpful to reviewing the claim.

CIGNA will review the written appeal and notify you of its decision within 60 days after receiving the appeal. If CIGNA requires more time, you’ll be notified in writing that an additional period of up to 60 days is necessary.

CIGNA will give you a written decision and explain the specific plan provisions behind the denial (if applicable).

CIGNA has sole discretionary authority to determine benefit payment under the AD&D insurance plan; its decision is final and binding. In reviewing your claim, CIGNA applies the plan terms and use its discretion in interpreting plan terms. Benefits are paid only if you meet the eligibility and participation requirements and CIGNA determines you’re entitled to the benefits.

If the appeal is denied, you may pursue legal remedies, but you must exhaust this claim appeal process first. If legal action is taken, the suit must be filed within three years after the time written proof of loss is required to be furnished. If you do not file a claim or appeal within the specified period, you forfeit the right to further appeal.

### **► Claims Denied Due to Eligibility**

If you have eligibility questions or believe you’ve had a claim denied because the plan indicates you’re not covered, call Benefits and Retirement Operations at 206-684-1556. A staff member may be able to resolve the eligibility issue, eliminating the need to file a formal appeal.



If you'd rather communicate in writing or your eligibility issue can't be resolved with a phone call, you, your beneficiary or representative (referred to as "you" in the rest of this section) may file a written appeal. You have 60 days after receiving an eligibility determination notice (from the county or the plan) to submit a written appeal. It must include:

- Your name and address
- Hire letter or job announcement, or retirement determination of eligibility
- Your employee ID (as it appears on your pay stub) or Social Security number
- Reason for the appeal.

Send eligibility appeals to:

King County Benefits and Retirement Operations  
Exchange Building EXC-ES-0300  
821 Second Avenue  
Seattle WA 98104-1598

A Benefits and Retirement Operations staff member will review your appeal and notify you in writing of the eligibility determination within 60 days. If more time is required, you will be notified in writing that an additional period of up to 60 days is necessary.

If your eligibility appeal is denied, the notice will include the plan provision behind the decision and advise you of your right to obtain free copies of relevant documentation.

Benefits and Retirement Operations has sole discretionary authority to determine benefit eligibility under this plan; its decision is final and binding. In reviewing your claim, Benefits and Retirement Operations applies the plan terms and uses its discretion in interpreting plan terms. Benefits are paid only if you meet the eligibility and participation requirements and Benefits and Retirement Operations determines you're entitled to the benefits.

If you believe your appeal was denied because relevant information or documents were not considered, Benefits and Retirement Operations offers the option of filing an appeal addendum within 60 days after receiving the eligibility appeal denial notice. The addendum must include the relevant information or documents. Send eligibility appeal addenda to the same address as for eligibility appeals, but to the attention of the Benefits and Retirement Operations Manager.

The manager will review the additional information you provide, consult with appropriate county personnel and notify you in writing of the eligibility determination. The notice will indicate the specific plan provision behind the decision and advise you of your right to obtain free copies of related documentation.

It is the manager's exclusive right to interpret and apply the eligibility terms and exercise discretion to resolve all eligibility questions for county employees. Decisions of the manager are final and binding.

If you disagree with your eligibility appeal determination, you may file a grievance with your union or initiate legal action. Any legal action must be within two years of the date you were denied plan participation, or you forfeit your right to legal action.

## **Converting Your Coverage**

If this group AD&D coverage ends for any reason except non-payment of premium, you may convert to an individual policy. No medical certification is needed, but you must be under age 70.

To convert coverage, you must apply and pay your first premium within 31 days of the date your county coverage ends. If you die due to a covered accident during the 31-day conversion period, your beneficiary or estate receives the full amount of your AD&D coverage. This payment is made whether or not you applied to convert coverage. If you applied, any fees or premiums you paid are refunded.

For information about converting your coverage, contact CIGNA (see the Resource Directory booklet).

## **Payment of Benefits**

The benefits offered by this plan are underwritten by Life Insurance Company of North America, a division of CIGNA Corporation, meaning this is not a self-funded plan. Life Insurance Company of North America is responsible for claim payments and other costs.